

The Honorable Richard A. Jones

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

GETTY IMAGES, INC., a Delaware
Corporation,

Plaintiff,

vs.

ROXANNE MOTAMEDI, an individual,

Defendant.

Case No. 2:16-cv-1892

DECLARATION OF JONATHAN AMES
IN SUPPORT OF PRELIMINARY
INJUNCTION

1. Declarant. My name is Jonathan Ames. I have been employed by Plaintiff Getty Images, Inc. ("Getty Images") since 2011 and currently hold the position of Corporate Counsel, Director in the Los Angeles, California office. At the request of Getty Images Vice President and Corporate Counsel, Lizanne Vaughan, I assisted in the review of documents and emails produced by Defendant Roxanne Motamedi. I am over 18 years of age, have personal knowledge of the facts set forth in this declaration, and am competent to testify to them.

2. SilverHub's Generic Contributor Agreement. SilverHub Media has stolen the form and substance of the Getty Images' Contributor Agreement to create their own purported "SilverHub Contributor Agreement". Our Contributor Agreement has been developed over many years by Getty Images and is the contract the company employs when it contracts with third party contributors to contribute assets and shoots for Getty Images. On December 6, 2016, Nick Evans-Lombe forwarded an email with attached Microsoft Word versions of SilverHub's

DECLARATION OF JONATHAN AMES - 1

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1 basic photographic contracts. Attached as Exhibit 1 is a true and correct copy of the email
2 produced by Ms. Motamedi in her second production. Attached as Exhibit 2 is a true and correct
3 copy of SilverHub's Generic Contributor Agreement, produced by Ms. Motamedi in her second
4 production. Attached as Exhibit 3 is a true and correct copy of SilverHub's Stringer Agreement,
5 produced by Ms. Motamedi in her second production.

6 3. Getty Images currently has several active versions of its Contributor Agreements
7 (Version 4.2 and Version 5.1). Additionally, some of Getty Images's contractual relationships
8 with contributors are still governed by Version 4.0, which dates back to when Nick Evans-
9 Lombe was COO of Getty Images. Based on my review of the words used in SilverHub's
10 version, I believe SilverHub used Getty Images's Version 4.0 or 4.2 as the master document to
11 create the "SilverHub Contributor Agreement." Attached as Exhibit 4 is a true and correct copy
12 of Getty Images's "Contributor Agreement Version 4.2". Attached as Exhibit 5 is a true and
13 correct copy of a comparison document I created in order to show the alarming similarities
14 between the Getty Images's "Contributor Agreement Version 4.2" and SilverHub's Contributor
15 Agreement. In certain sections (for example, the "Right to Control Claims" Section, Getty
16 Images – section 1.11/SilverHub – section 1.6), the language is identical but for the substitution
17 of English spellings for US spellings ("authorize" becomes "authorise"). In other sections such
18 as the "Use of Accepted Content by you" section (Getty Images – section 1.12/SilverHub –
19 section 1.7), not only is the language of the SilverHub section nearly identical to the Getty
20 Images language but even the formatting choices of having certain language italicized is
21 identical. Along with identical language being used throughout the two Contributor Agreements,
22 I would also point out the general similarity of the overall form and format (the use of the words
23 "Commercial Terms" which Getty Images uses internally throughout the company to refer to
24 business terms, the use of a box format at the top of the agreement with the photographer,
25 followed by standardized terms and conditions). SilverHub's "Stringer Agreement", attached as
26 Exhibit 3, that Evans-Lombe sent to Ms. Motamedi as part of his email is also based on Getty
27 Images's "Contributor Agreement", which is evidenced by the same cutting and pasting of
28 language that was done in SilverHub's "Contributor Agreement".

DECLARATION OF JONATHAN AMES - 2

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4. Ms. Motamedi's SilverHub Employment Contract. Ms. Motamedi's draft employment agreement with SilverHub is nearly identical to the employment agreement signed by Nick Evans-Lombe in 2008. Attached as Exhibit 6 is a true and correct copy of her draft employment agreement with SilverHub. Attached as Exhibit 7 is a true and correct copy of his 2008 Employment Agreement with Getty Images. Similar to SilverHub's copy and paste of the Contributor Agreement, whole sections, formatting, and language of Ms. Motamedi's Employment Agreement are identical to Nick Evans-Lombe's employment agreement with Getty Images. The most glaring evidence between the agreements is the reference to the Washington Revised Code in Paragraph (8)(b)(vi) in *both* Ms. Motamedi's draft employment agreement with SilverHub and Evans-Lombe's Getty Images employment agreement in 2008. Ms. Motamedi lives in California, and SilverHub Media (US) Inc. is incorporated and registered in Delaware. Neither party has any connection to the State of Washington. There is no legitimate reason for SilverHub to have a reference to Washington State law in Ms. Motamedi's draft employment agreement but for SilverHub's apparent oversight in removing contractual language applicable to Getty Images when Getty Images originally drafted the employment agreement.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED this 9th day of January, 2017, at Los Angeles, California.


 Jonathan Ames